

Amendment 232
Contract No. 229944

**To the Contract for the Design, Implementation, Operation and Maintenance of the
Regional Fare Coordination System**

This Amendment 232 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 11th day of February, 2013, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for performing the Preliminary Analysis necessary to develop a proposal to make various updates to the Cardholder Website (CHW) to "refresh" its visual appearance and ease of use. This work is performed per RFI 684 ORCA CHW Refresh per the Agencies' response dated January 17, 2013.
- C. The Parties agree that the Work necessary to perform the Preliminary Analysis will be compensated as follows.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the preliminary analysis to produce a report with its recommendations to modify the CHW. To support the work of this analysis, the Contractor will:

- (a) Schedule meetings with Agency staff as needed to gather, review/revise and confirm the requirements.
- (b) Perform a detailed analysis of the current CHW implementation and functionality
- (c) Provide a written response to the Agencies that will include the following:
 - i. A statement of requirements
 - ii. A solution proposal
 - iii. A list of configuration items that will need to be modified or added
 - iv. A summary of issues, risks or system constraints to be considered in the solution, or suggestions for alternative solution(s) if appropriate
 - v. A detailed cost estimate to implement the solution
 - vi. A schedule estimate to implement the solution

Section 2.0 Schedule

2.1 The Contractor will perform the work to prepare and submit to the Agencies the initial Preliminary Analysis Report of Findings (PA-ROF) as described in Section 1.0 no later than 28 calendar days following the date on which the Agencies provide written confirmation that the requirements are complete. Providing the final PA-ROF is approved by the Agencies, the goal is to schedule the resulting development work in MR23.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

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To perform Preliminary Analysis to develop a proposal to update/modify the CHW	\$8606
TOTAL	

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and Thirty-two shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 2/7/13

The Agencies

By: Candace Carlson
Their: Operations Manager
On behalf of the Agencies
Date: February 11, 2013